80 Wis. 284, 50 N. W. Rep. 180; *Budge* v. *L. & T. Ry. Co.*, 108 La. 349, 32 South. Rep. 535, 58 L. R. A. 333; *C. B. & I. Ry. Co.* v. *Avery*, 109 Ill. 314; *Youngblood* v. *Ry. Co.*, 60 S. C. 9, 38 S. E. Rep. 232, 85 Am. St. Rep. 824; *Bender* v. *Ry. Co.*, 137 Mo. 240, 37 S. W. Rep. 132; *St. Louis & S. E. Ry. Co.* v. *Valirius*, 56 Ind. 511; *Union Stockyards* v. *Goodwin*, 57 Neb. 138, 77 N. W. Rep. 357; *T. P. Ry. Co.* v. *Archibald*, 170 U. S. 665, 18 Sup. Ct. 777, 42 L. Ed. 1188; *Goodrich* v. *N. Y. C. & H. R. Ry. Co.*, 116 N. Y. 398. The railroad company must see that the cars are safe or refuse to take them.

NEGLIGENCE—SELLING POISON WITHOUT LABEL—PROXIMATE CAUSE.—Defendant corporation manufactures and sells creamery supplies. It sold a jug of sulphuric acid to a creamery but failed to label it as required by statute. The jug was placed on a shelf in the creamery where buttermilk was kept in similar jugs for the use of customers and employees. Plaintiff's minor son received permission to get a drink of buttermilk, drank from the jug of sulphuric acid by mistake and died. *Held*, the jury having properly found that defendant's failure to label the jug was the proximate cause of the injury, the negligence of the manager of the creamery did not relieve defendant. *Burk* v. *Creamery Package M'f'g. Co.* (1905), — Ia. —, 102 N. W. Rep. 793.

Violation of the statute requiring poisonous liquors to be labeled is negligence per se. *Ives* v. *Weldon*, 114 Ia. 476, 54 L. R. A. 854; *Chicago etc. Ry. Co.* v. *Boggs*, 101 Ind. 522; *Hourigan* v. *Nowell*, 110 Mass. 470. The particular result need not be such as to be foreseen. *Salisbury* v. *Herschenroder*, 106 Mass. 458; *Smith* v. *Packet Co.*, 86 N. Y. 408; *Ehrgott* v. *Mayor*, 96 N. Y. 264. An accident may be attributed to all or any one of several proximate causes contributing to it, if each is an efficient cause without the operation of which the accident would not have happened. *Lane* v. *Atlantic Works*, 107 Mass. 104; *Slater* v. *Mercereau*, 64 N. Y. 138; *Pittsburg etc. Ry. Co.* v. *Spencer*, 98 Ind. 186.

PRINCIPAL AND AGENT—EXTENT OF AUTHORITY—BURDEN OF PROOF.—Plaintiff contracted with defendant's agent for certain irrigation machinery. Defendant repudiated the contract and in defense to an action for damages sets up the fact that the agent had authority to solicit orders but not to make an absolute contract of sale. *Held*, that the contract was not binding upon the defendant. *Baker & Co.* v. *Kellett-Chatam Machinery Co.* (1905), — Texas —, 84 S. W. Rep. 661.

Persons who enter into contractual relations through an agent do so at their peril. They are bound to ascertain both the fact that agency exists and the extent of authority. *Wells* v. *Michigan Mutual Life Ins. Co.*, 41 W. Va. 131, 23 S. E. Rep. 527; *Davidson* v. *Porter*, 57 Ill. 300; *Gilbert* v. *Deshon*, 107 N. Y. 324, 14 N. E. Rep. 318; *Rice* v. *The Peninsular Club*, 52 Mich. 87, 17 N. W. Rep. 708; *Reitz* v. *Martin*, 12 Ind. 306, 74 Am. Dec. 215. But if the principal holds out another as his agent he will be bound to third persons by the authority as he has made it to appear. *Banks* v. *Everest*, 35 Kan. 687, 12 Pac. Rep. 141; *Dysart* v. *K. & T. Ry. Co.*, 122 Fed. Rep. 228, 58 C. C. A. 592; *Brown* v. *Eno*, 48 Neb. 538, 67 N. W. Rep. 434; *Aldrich* v. *Wilmarth*, 3 S. D. 523, 54 N. W. Rep. 811; *Griggs* v. *Selden*, 58 Vt. 561, 5 Atl. Rep. 504; *Dodge*